

## CONTRACT AGREEMENT AMENDMENT

This Contract Agreement (the "Agreement") is made and entered into as of the 1st day of May, 2014 by and between the CITY OF DUNWOODY, a political subdivision of the State of Georgia (hereinafter referred to as "Dunwoody"), and Southeastern Engineering, Inc. a corporation of the State of Georgia in Marietta, Georgia at 2470 Sandy Plains Road, Marietta, Georgia 30066 (hereinafter referred to as "Consultant").

### WITNESSETH

WHEREAS, the City of Dunwoody and Southeastern Engineering, Inc. entered into that certain agreement dated September 17, 2013 entitled Design of an Intersection Improvement for Spalding Drive at Chamblee-Dunwoody Road for the Department of Public Works for the consideration herein mentioned and under the provision of the Specifications as described in RFP 13-03 and Consultant's Proposal dated July 26, 2013 (the "Contract");

WHEREAS, RFP 13-03 contemplated the modification of the scope of services to include certain additional tasks related to the project;

WHEREAS, the parties have agreed as to the additional tasks regarding the project and terms thereof;

WHEREAS, the parties now desire to amend the Contract to incorporate the additional tasks and terms thereof;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, Dunwoody and Southeastern Engineering, Inc agree to amend this contract as follows:

1. Part Two Article 2, General Scope of Work, is amended to add the following:

Part Three Article 3 – Specific Scope of Services

**Upon approval of the Final Design Documents, all original drawings, specifications, CADD files, field notes, computations, etc. shall become the property of the City of Dunwoody. Final design computations shall be neatly and clearly prepared, bound in a booklet format and submitted to the City.**

2. Compensation is amended to include the following:

Compensation for the Scope of Services herein shall be in accordance with the terms and conditions outlined in the contract dated September 17, 2014, Notice to Proceed dated May 1, 2104, between Southeastern Engineering, Inc. and the City of Dunwoody. The not to exceed cost is \$106, 000.00.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF DUNWOODY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Attest:

Sharon Lowery  
City Clerk

Approved as to Form:

David Elgin  
Assistant City Attorney

SOUTHEASTERN ENGINEERING, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Chad W. Epple

